

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 3C-7019		PAGE OF 1 2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DTRT57-09-Q-80026		6. SOLICITATION ISSUE DATE 01/27/2009
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Rachelle Dorleans			b. TELEPHONE NUMBER (No collect calls) 617-494-2136		8. OFFER DUE DATE/LOCAL TIME 02/05/2009 1500 ET
9. ISSUED BY USDOT/RITA/Volpe Center Contracts & Tech Support Services 55 Broadway RVP-32 Cambridge MA 02142-1001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS</div><div><input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> Sole Source <input type="checkbox"/> 8(A)</div></div> NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO U.S. DOT/RITA/Volpe Center 125 Munroe Street Receiving Dock Cambridge MA 02142-1001		16. ADMINISTERED BY USDOT/ RITA /Volpe Center 55 Broadway RVP-32 Cambridge MA 02142-1001		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR		18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
0001		This Request for Quotation is a solicitation expected to result in a single award that is firm-fixed price, subject to the receipt of an acceptable proposal. The Contractor shall include in its proposal all management, labor, travel, postage and materials. Please provide a firm-fixed-price Proposal in accordance with the attached Statment of Work.  Task 1: Flex Coaching Video Pilot Project in Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		1		LS	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				Donna M. Brickley			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	accordance with the attached Statement of Work.				
0002	Task 2: Provincetown Ferry/Air/Whale Watch Marketing Coordination with the Flex Transit Service Pilot Project in accordance with the attached Statment of Work.	1	LS		
0003	Task 3: Monthly Status Reports in accordance with the attached Statement of Work.	1	LS		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED☐ INSPECTEDACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS  
☐ NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

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## CAPE COD NATIONAL SEASHORE – “FLEX ROUTE” COACHING VIDEO AND MARKETING SUPPORT

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### BACKGROUND

The U.S. Department of Transportation's Volpe National Transportation Systems Center (Volpe Center) collaborated with the National Park Service (NPS) to develop the Long-Range 25-Year Plan for Alternative Transportation Systems (ATS) to, from, and within the NPS Cape Cod National Seashore (CACO), which was finalized in May 2003. The Volpe Center developed this Long-Range Plan in concert with the Cape Cod Commission (Commission), the Cape Cod Regional Transit Authority (CCRTA), and other statewide, regional, and local organizations. This planning effort builds on current plans and proposals, and also focuses on needed partnering opportunities, and operational and capital improvements. In addition, the Volpe Center produced the Cape Cod Transit Task Force (CCTTF) Five-Year Public Transportation Plan, which was finalized in June 2002.

Planning efforts have been cooperative, involving a broad array of stakeholders. The CCTTF provided a catalyst for systematic cooperative transportation planning on Cape Cod, but this effort is itself a continuation of partnerships that have been established over the past several decades. The recommendations in Volpe Center planning efforts are designed to address goals and objectives included in plans developed by the NPS, the CCRTA, the Commission, the CCTTF, and Outer Cape communities.

Participants at Transit Summits, in CCTTF efforts, and representatives of Cape Cod communities identified the need for better public transportation access in and between the Outer Cape Cod communities. Based on this information, Volpe Center staff developed route recommendations for local and express service to these communities. Called *Flex*, it is a hybrid service that incorporates a traditional transit bus service (with a defined route, schedule, and bus stops) and a "route deviation" concept that allows the bus to serve areas up to a mile from the defined route. This "route deviation" allows the service to reach more people and more places they want to go. It includes flexible and traditional features:

**Flexible Features Include:** Demand Response Service with an expected 2 hour reservation requirement (b-Bus is currently the day before) On-Demand” Stops – Activity Centers near the “fixed” route that a rider can request to be dropped off and picked up with no reservation required.

**Traditional Features Include:** Fixed Route Stops – Designated stops along the defined fixed route served by scheduled service. These will include designated “time points” with scheduled arrivals and departures and designated intermediate stops with less precise schedules.

Since its inception in 2006, *Flex* has been very successful in providing mobility to a

number of dependent and choice rider groups. This is due in large part to the active role played by the National Park Service/Cape Cod National Seashore. An organizational meeting in March 2005 proposed the formation of the Flex Route Working Group. This Group was organized around teams of passengers, workforce commuters, visitors, and those seeking to integrate existing transportation services in the Outer Cape Cod region. To ensure coordination with the policy-making CCRTA Advisory Board, several board members became active members of the working group. Brewster's CCRTA representative was asked to chair the group and the Executive Director of the Orleans Chamber of Commerce volunteered to be head of community liaison. The Working Group advises planners and operators on outreach, marketing and operating issues, and serves as an information source for regional media, generating news stories that raised awareness and support of *Flex* Capewide.. In addition, stakeholder individuals and groups from the Flex service area played an important role in advising the CCRTA on routes, fares and services. In calendar years 2007-2008, however, *Flex* was the victim of sustained funding uncertainty, negative publicity for its parent organization and a fare increase. These factors served to undermine the good will *Flex* had earned in its first two years. As a result, there remains a level of doubt and uncertainty in the community about the future of the *Flex* bus. In addition, marketing of the service has been drastically reduced, leading to a lower level of visibility in the community.

The uncertainty and limited visibility of *Flex* in 2008 compounds early developments which saw a disappointing level use of service use by a key rider group, seniors. There is ample anecdotal evidence indicating seniors did not flock to *Flex* because they were confused by the reservation process and were more comfortable using point-to-point van service provided by their town councils on aging. An early effort by the Working Group led to the development of a large list of stakeholders and advocates who are central to building awareness of *Flex* to target rider groups and the public at large.

*Flex* has the potential to become a significant travel option for seasonal visitors. During July and August especially, Route 6 between Orleans and Provincetown often becomes congested with traffic as visitors head to the National Seashore beaches and to whale watches and other Provincetown destinations. Since most people plan their visits in advance, it is important that visitors know about *Flex* long before they come to Cape Cod. Accordingly, the marketing strategy will focus on creating pre-visit awareness of *Flex*. This will be accomplished by partnering with the Cape Cod Chamber of Commerce, with the town chambers of commerce and other organizations and providers that serve visitors including: the Cape Cod National Seashore, the Provincetown Visitor Services Board, town-operated beaches, whale-watching companies, Cape Air and the fast ferry companies serving Boston-Provincetown.

Opportunities exist for connecting the *Flex* service with P&B coaches, fast ferries from Boston to Provincetown, Cape Air service from Provincetown Municipal Airport, seasonal whale watch vessels, and weekday, town-sponsored van service provided by a number of councils on aging. However, there is a need for coordinated educational and marketing methods to get the messages out to riders. To address these opportunities, this procurement will initiate a pilot project to developing coaching videos to show potential

riders how to efficiently and effectively use the *Flex* system. In addition, a goal of this effort is to educate the public that there are incentives available to subsidizing a commute by riding *Flex*, such as tax incentives and the commuter check program. In addition, a pilot marketing program will be developed to integrate ferry and air service between Provincetown and Boston and the *Flex* bus service.

## **OBJECTIVE**

This is a Performance Based Statement of Work. The objective of this statement of work is to obtain the services of a Contractor who has expertise on and around the Cape Cod, Massachusetts region to (1) develop, produce and distribute a *Flex* Coaching Video and, (2) develop and implement a Provincetown ferry/air service marketing program that ties in coordination with the Flex transit system for a seamless car-free visitor experience.

## **DELINEATION OF TASKS**

### **Task 1      *Flex Coaching Video Pilot Project***

The Contractor shall research, write, produce and distribute a new ‘coaching’ video to promote awareness and use of the CCRTA *Flex* Bus on the Lower/Outer Cape Cod. It would include customer information about the *Flex* bus and coaching tips on how to schedule and ride the flexible service. The end product shall be a presentation not to exceed 10-minutes that will be shown to groups of target riders as part of in-person ridership promotion and training. In addition, the Contractor shall distribute free copies of the DVD to target riders and make it available for viewing on and download from the Internet. This video shall be shown and distributed by stakeholders including councils on aging, town housing authorities, social service organizations, major employers, schools and youth groups. A goal of this effort is to educate the public that there are incentives available to subsidizing a commute by riding Flex, such as tax incentives and the commuter check program.

It is anticipated that there shall be a core message developed of about 6 minutes in length. Additional messaging (about 4 minutes in length each) shall be for three target groups. It shall be customized in graphics and message for seniors, another customized for workforce customers, and another for young people of middle school and early high school age, and shall include an on-camera appearance and voice over by a well known regional television personality. The script shall be developed in consultation with the Volpe Center, Cape Cod Commission, the Cape Cod Regional Transit Authority and their operating company PTM of Cape Cod. The video shall include on-camera Flex testimonials from experienced Flex passengers in all target groups to help credibly communicate the benefits and ease of riding the bus to all audiences including reluctant or inexperienced non-riders. Tasks to be performed shall include:

#### ***1.1 Planning and Consultation***

Planning shall include a work breakdown structure that includes task allocation and

establishment of controls. The work breakdown structure will include what tasks are to be performed, who will perform them, how they will be performed, when they will be performed, and who will review and approve them. Controls shall be established to minimize risk through the establishment of milestones (clear unambiguous targets of what by whom) and methods of communicating progress and issues. Consultation shall include soliciting input specifically from the Cape Cod Commission, the Cape Cod RTA, and PTM of Cape Cod, the operating company of the Cape Cod RTA. Consultation shall also include soliciting input from community stakeholders (such as councils on aging, major employers, chambers of commerce and school administrators) as well as Cape Cod RTA drivers that interact with passenger's everyday.

### ***1.2 Script Development***

The end-product script shall be a core message developed of 6 minutes in length. The core message shall include customer information about the Flex bus and coaching tips on how to schedule and ride the service. Additional messaging (about 4 minutes in length each) shall be for three target groups. It shall be customized in graphics and message for seniors, another customized for workforce customers, and another for young people of middle school and early high school. The video is anticipated to be shown to groups of target riders as part of in-person ridership promotion and training to be conducted by others. It will be developed to credibly communicate the benefits and ease of riding the Flex bus to all audiences including reluctant or inexperienced non-riders. The script shall be developed by the Contractor in cooperation and consultation with the Cape Cod Commission, the Cape Cod RTA, and PTM of Cape Cod, the operating company of the Cape Cod RTA.

### ***1.3 Talent Search and Coordination***

The video shall include hiring a well-known Boston TV personality who has a level of recognition and trust among target groups, particularly seniors for an on-camera appearance and voice-over narration. The Contractor shall coordinate with the Cape Cod Commission, the Cape Cod RTA, and the PTM of Cape Cod for proposed candidates. A selection requires approval of the Volpe Center's Contractor Officer Technical Representative's approval prior to engaging such services.

### ***1.4 On-Site Production Oversight***

The video shall be professionally produced by an experienced videographer with management oversight by the Contractor to ensure quality control.

### ***1.5 Review and Editing***

When a first draft of the video is produced, it shall be screened at the Volpe Center in Cambridge, MA with the Volpe Center COTR for approval. Inputs and changes from that draft review shall be incorporated to produce a final product.

#### ***1.1.6 Distribution Oversight***

The video shall be distributed free to target riders and available in a format to be viewed on and downloaded from the Internet (the Volpe Center COTR will coordinate with stakeholder Internet sites). The Contractor shall be responsible for distributing the video

via direct mail (see 1.5 below) to councils on aging, town housing authorities; social service organizations, major employers, schools and youth groups. The Volpe Center COTR shall provide a mailing list via e-mail to the Contractor within 45 days of contract award. Note that the geographic distribution area is southeastern Massachusetts in general and Cape Cod in particular.

**1.2 Video Production** - The video shall be professionally produced by an experienced videographer team.

**1.3 DVD Copying - 500 DVDS**

**1.4 Graphic Design – DVD Label** DVD label will be e-mailed to the Volpe Center COTR for approval.

**1.5 Direct Mail 200 DVDs – Contractor will mail DVDs for a mailing list to be provided by the Volpe Center COTR and the remaining 300 DVDs will be turned over to the Volpe Center COTR.**

**Task 2      Provincetown Ferry/Air/Whale Watch Marketing Coordination with the Flex Transit Service Pilot Project**

The Contractor shall provide to the Volpe Center COTR, (which the Volpe Center COTR will coordinate with Volpe Center partners Cape Cod National Seashore, Cape Cod Transit Task Force and the Cape Cod Regional Transit Authority) the following professional services to support the pilot marketing approach with ferry and air operators in and around Provincetown in conjunction with the Outer Cape Flex. The Contractor shall work with these ferry and air transportation providers via telephone, e-mail, and/or site visits to ensure a common message and platform for delivery. A goal of this effort is for informative messages to visitors as to how they may enjoy a car-free experience and have significant mobility options to enhance their visit, especially to the Cape Cod National Seashore.

**2.1 Targeted Marketing Strategy Development**

The Contractor shall develop strategy and tactics to involve the Volpe Center COTR, individuals, and stakeholder groups in the Outer Cape community for developing a targeted marketing strategy for integrating the *Flex* bus service, Provincetown ferry operators, seasonal whale watch operators, and air service operators;

**2.2 Media Advertising Development**

In consultation with the Volpe Center COTR, the Contractor shall organize, edit and produce written, broadcast and electronic materials that are informative, concise and easy to understand. The Contractor shall develop and produce graphics to support the connection between bus and water/air transportation.

### **2.3 Direct Media Advertising**

The Contractor shall provide advertising/press releases for print, broadcast and electronic media. This is to include major eastern Massachusetts media outlets:

- The Boston Globe
- WBZ-AM radio
- Cape Cod Times
- Cape Codder newspaper
- Provincetown Banner
- Pride Pages
- Cape Cod Disability Access Directory
- WQRC
- WOMR, and
- Local access cable.

The Contractor shall work with the Volpe Center COTR to develop a list of media outlets that includes input from ferry and air transportation marketing partners, prior to initiating contacts with these media outlets.

### **2.4 Public Outreach**

It is anticipated that there will be instances where individuals, stakeholders and/or other interested groups will want to know what we are doing and why in a public setting. When these inquiries occur through communications to the Volpe Center COTR, the Contractor will work with the Volpe Center COTR to identify and work with individuals and stakeholder groups on the Outer Cape to develop and manage forums, editorial board interviews, public meetings, hearings and other opportunities as they arise to communicate plans and to receive feedback, not to exceed seven half day (or approximately 4 hours per event) events.

### **Task 3 Monthly Status Reports**

The Contractor shall provide to the Volpe Center COTR a monthly project status report for both Tasks 1 and 2 combined. Included in this report will be:

- What work that was completed
- Work planned for the current report period;
- Problems, delays, events etc, during the reporting period which affects the performance of the Purchase Order, and
- Detailed descriptions of the work planned for the next reporting month.



## Quality Assurance Surveillance Plan

Performance Standard	Section Reference	Performance Requirement/Acceptable Quality Level	Surveillance Method
Task 1: Flex Coaching Video Pilot Project Inclusive of subtask 1.1-1.6	1.1-1.6	Meets the requirements stated in Statement of Work on pages 3-5	Review
Task 2: Provincetown Ferry/Air/Whale Watch Marketing Coordination with the Flex Transit Service Pilot Project; inclusive of subtask 2.1-2.4	2.1-2.4	Meets the requirements stated in Statement of Work on pages 5-6	Review
Task 3: Monthly Status Reports	3	Submitted timely, completely, and accurately	Review

<b>Cape Cod National Seashore – “Flex Route” Coaching Video and Marketing Support Deliverables</b>	
<b>Task 1: Flex Coaching Video Pilot Project</b>	<b>Due Date</b>
1.1 Planning and Consultation	45 days from award
1.2 Script Development	45 days from award
1.3 Talent Search and Coordination	45 days from award
1.4 On-site Production Oversight	90 days from award
1.5 Review and Editing	120 days from award
1.6 Distribution Oversight	140 days from award
<b>1.2 Video Production</b>	90 days from award
<b>1.3 DVD Copying - 500 DVDS</b>	140 days from award
<b>1.4 Graphic Design - DVD Label</b>	120 days from award
<b>1.5 Direct Mail 200 DVDs</b>	140 days from award
<b>Task 2: Provincetown Ferry/Air/Whale Watch Marketing Coordination with the Flex Transit Service Pilot Project</b>	<b>Due Date</b>
<b>2.1 Targeted Marketing Strategy Development</b>	30 Days from Award
<b>2.2 Media Advertising Development</b>	60 Days from Award
<b>2.3 Direct Media Advertising</b>	75 Days from Award
<b>2.4 Public Outreach</b>	180 Days from Award
<b>Task 3 Monthly Status Reports.</b>	Monthly until completion

## **INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**This Request for Quotation is a solicitation expected to result in a single award, subject to receipt of an acceptable proposal. The Offeror's written proposal for the proposed Statement of Work (SOW) must include the following two (2) components:**

### **1. Price Proposal**

The Offeror shall complete sections 21-24 of the Standard 1449 form, by completing the fill-ins for CLIN 0001-CLIN 0003.

### **2. Technical Proposal**

The Offeror shall provide a description of the work to be performed, proposed technical qualifications, including résumés with related work experience. The Offeror must provide no more than 5 pages of documentation describing their technical experience. The Technical Proposal shall address the following:

- Project Management Approach for both Task 1 and Task 2. The Contractor shall provide a project management plan that defines the **management** and **technical** approach to develop principles, practices and techniques to lead the project team, as well as to control project schedule and performance risks to provide the scheduled deliverables contained in the Statement of work.
- Must have at least five (5) years of experience in Marketing or in related fields and experience in public transit marketing.
- Knowledge of transit issues in Cap Cod in particular and Massachusetts.
- Description of Contractor experience working with video production and advertising in communities similar in size and scope to this effort.

**Any proposal that does not include the two (2) components specified above will be considered non-responsive.**

**Award Criteria****BASIS FOR AWARD-BEST VALUE**

The Government intends to evaluate proposals and award a firm fixed price Purchase Order Award in accordance with the Statement of Work, (SOW). Award will be made to the responsive and responsible Offeror whose offer will provide the best value to the Government based on the Cost Proposal and the Technical Proposal. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

An award will be made to the source whose quote, conforming to the solicitation, is determined to offer the best value to the Government in terms of 1) technical experience; and 2) the lowest proposed price.

It is the Government's intent to award a firm fixed price Purchase Order based upon initial offers without entering into discussion or negotiations (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price standpoint, reflecting ANY AVAILABLE DISCOUNTS. An award will be made to the responsive and responsible Offeror whose offer will provide the greatest overall value to the Government in terms of technical experience and price. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions.

**PRICE**

The Government will evaluate quotes based on the total price proposed for CLIN 0001- CLIN 0003 to determine price reasonableness.

**ORDER OF IMPORTANCE**

Technical experience is significantly more important than price in the selection of an Offeror for award. Notwithstanding this fact, Offeror's are cautioned not to minimize the importance of the price quote. The winning proposal will be based on the following selection criteria, listed in descending order of importance:

**1. TECHNICAL PROPOSAL EVALUATION CRITERIA**

The Offeror's Technical Proposal will be evaluated in accordance with the criteria described below.

The first and second factors, Management Approach and Technical Approach are of equal and most importance. The third factor, Staffing is of lesser importance than the first and second factors and of more importance than the fourth factor, Past Performance.

**2. PROPOSED PRICE FOR PERFORMING THE WORK**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (December 2008)**

As prescribed in 12.301(b)(4), insert the following clause:

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (4) [Reserved]
- ☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-6.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ☐ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☐ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- ☐ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- ☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☐ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☐ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ☐ (ii) Alternate I (Aug 2007) of 52.222-50.
- ☐ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ☐ (ii) Alternate I (Dec 2007) of 52.223-16.
- ☒ (28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ☐ (29) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☐ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ☐ (37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

- ☐ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ☐ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- ☐ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to

create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)



**FEDERAL ACQUISITION REGULATION (FAR) PROVISION 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (Jun 2008)**

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

**(a) Definitions.** As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service -

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except:

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_.

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

**Number of Employees Average Annual Gross Revenues**

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less       |
| <input type="checkbox"/> 51–100      | <input type="checkbox"/> \$1,000,001–\$2 million   |
| <input type="checkbox"/> 101–250     | <input type="checkbox"/> \$2,000,001–\$3.5 million |
| <input type="checkbox"/> 251–500     | <input type="checkbox"/> \$3,500,001–\$5 million   |
| <input type="checkbox"/> 501–750     | <input type="checkbox"/> \$5,000,001–\$10 million  |
| <input type="checkbox"/> 751–1,000   | <input type="checkbox"/> \$10,000,001–\$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million         |

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control,

principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**(d) Representations required to implement provisions of Executive Order 11246—**

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

**(f) Buy American Act Certificate.** (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g) (1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

_____
_____
_____

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)



(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

**(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).** (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or

judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

**(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126).** [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

**Listed End Product Listed Countries of Origin**

\_\_\_\_\_  
\_\_\_\_\_

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**(j) Place of manufacture.** (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

**(k) Certificates regarding exemptions from the application of the Service Contract Act.** (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

**(l) Taxpayer Identification Number (TIN)** (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- ☐ TIN: \_\_\_\_\_
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name: \_\_\_\_\_.

TIN: \_\_\_\_\_.

**(m)** *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of Provision)